

CONTRACT CHANGE ORDER

Change Requested by:	<input checked="" type="checkbox"/> Engineer	<input type="checkbox"/> Contractor
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CCO No. 5	Suppl. No.	Contract No. 53124	Road 03-ED-50- PM 0.60 to PM 1.35	Federal Number(s)
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To **DeSilva Gates Construction LP** ,Contractor

You are directed to make the following changes from the plans and specifications or do the following described work not included in the plans and specifications for this contract. **NOTE: This change order must be approved by the Board of Supervisors:** Yes No

Description of work to be done, estimate of quantities and prices to be paid. (Segregate between additional work at contract price, agreed price and force account.) The last percentage shown is the net accumulated increase or decrease from the original quantity in the Engineer's Estimate

Adjustment of Compensation at Agreed Lump Sum Price

In accordance with Section 4, "Beginning of Work, Time of Completion and Liquidated Damages," of the Special Provisions and Section 8-1.05, "Temporary Suspension of Work," of the Standard Specifications, Contractor and Engineer mutually agree to a temporary suspension of activities on the critical path to completing the project and the internal milestones contained in Special Provision 4-1.01 beginning on Monday, October 8, 2012. This temporary suspension shall end on April 15, 2013.

Starting April 15, 2013, Contractor shall accelerate work such that the internal milestones in Special Provision 4-1.01 are achieved. If inclement weather prohibits resumption of work on April 15, 2013, a supplemental contract change order shall be issued to mitigate associated impacts.

The third paragraph of Special Provision 4-1.01 is deleted. All other portions of the contract documents shall remain unchanged. Excusable delays (weather delays, etc.) and compensable delays (Owner caused delays) will be mitigated in accordance with the contract documents. Nonexcusable delays (Contractor caused delays) or Contractor caused schedule changes will be the responsibility of the Contractor.

For this work, the Contractor shall receive and accept the agreed lump sum of \$300,000.00. This sum constitutes full and complete compensation for providing all labor, material, equipment, tools, and incidentals, including all markups, by reason of this change.

Total Cost.....\$300,000.00

Estimated Cost: Decrease Increase **\$300,000.00**

By reason of this order the time of completion will be adjusted as follows: No adjustment

Submitted by		
SIGNATURE	(PRINT NAME & TITLE) Aradhana Kochar, P.E., Resident Engineer	DATE
Approved		
SIGNATURE	(PRINT NAME & TITLE) John Kahling, P.E., Deputy Director, Engineering	DATE
Approved		
SIGNATURE	(PRINT NAME & TITLE) Robert S. Slater, P.E. Assistant Director of Transportation	DATE
Approved		
SIGNATURE	(PRINT NAME & TITLE) Kimberly A. Kerr, Interim Director Department of Transportation	DATE
Approved		
SIGNATURE	(PRINT NAME & TITLE) John R. Knight, Chair Board of Supervisors	DATE

We the undersigned contractor, have given careful consideration to the change proposed and agree, if this proposal is approved, that we will provide all equipment, furnish the materials, except as may otherwise be noted above, and perform all services necessary for the work above specified, and will accept as full payment therefore the prices shown above. The prices and terms of payment shown above comprise full and final compensation for all direct costs, indirect costs, cumulative costs, and all overhead costs incurred as a result of this contractor change order. NOTE: If you, the contractor, do not sign acceptance of this order, your attention is directed to the requirements of the specification as to proceeding with the ordered work and filing a written protest within the time therein specified.

Contractor Acceptance by		
SIGNATURE	(PRINT NAME & TITLE)	DATE